IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO. 01-159

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

AUTOMATIC TARPING EQUIPMENT FOR USE AS ALTERNATIVE DAILY COVER AT THE CITY'S BLUFF ROAD LANDFILL

MEETING OR EXCEEDING THE CITY OF LINCOLN SPECIFICATIONS ATTACHED

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **August 29**, 2001 in the office of the Purchasing Agent of the City of Lincoln, Nebraska, Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the K Street Complex conference room.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not

been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, oran addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. BRAND NAMES

- 9.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 9.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- Bids for alternate itemsshall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

9.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

10. DEMONSTRATIONS/SAMPLES

- 10.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 10.2 Such demonstration can be at the City delivery location or a surrounding community.
- 10.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 10.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

11. DELIVERY

- 11.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 11.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 11.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

12. WARRANTIES, GUARANTEES AND MAINTENANCE

- 12.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 12.1.1 Manufacturer's warranties and/or guarantees.
 - 12.1.2 Bidder's maintenance policies and associated costs.
- 12.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 12.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 12.3.1 Is Year 2000 compliant, is designed to be used prior to, during, and after the calendar year 2000 AD; will operate consistently, predicably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Specification and Agreement, including without limitation, all specification and/or functionality and performance requirements, during each such time period, and transitions between them, in relation to dates it encounters or processes;

- 12.3.2 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
- 12.3.3 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.
- 12.3.4 Other systems: to the extent that the sofware/firmware/ hardware/equipment/system will accept data from other systems and sources that are not Year 2000 compliant, the software/firmware/ hardware/equipment/system must properly recognize, calculate, sort, store, output and otherwise process such data in a manner that eliminates any century ambiguity so that the software/firmware /hardware/equipment/system remains Year 2000 compliant.
- 12.3.5 No Disclaimers: The warranties and representations set forth in this section 12.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

13. ACCEPTANCE OF MATERIAL

- 13.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 13.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 13.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 13.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 13.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 13.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 13.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

14. BID EVALUATION AND AWARD

- 14.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 14..2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 14..3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 14..4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 14..5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

15. INDEMNIFICATION

- 15.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 15.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

16. TERMS OF PAYMENT

16.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

17. LAWS

17.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIFICATIONS FOR AUTOMATIC TARPING EQUIPMENT

1. GENERAL INFORMATION

- 1.1 These specifications describe equipment and materials for the deployment and retrieval of tarps for use as alternative daily cover (ADC) on exposed waste materials at the City's landfill
- 1.2 The purchase of this ADC is being made as part of a grant received from the Nebraska Department of Environmental Quality (NDEQ) for landfill volume reduction programs.
 - 1.2.1 Bidders shall familiarize themselves with all NDEQ requirements for demonstrating adequacy of the ADC to ensure the equipment and materials being bid will conform with standards.
 - 1.2.2 The successful bidder shall assist the City in providing all necessary manufacturer's information, technical material specifications or other information necessary for successful demonstration and approval for use by the NDEQ.
- 1.3 Refer to Instruction to Bidders in addition to these Specifications.
- 1.4 Bid Submittal shall include the following:
 - 1.4.1 A copy of these Specifications with compliance circled "yes" or "no".
 - 1.4.2 An explanation of all items marked "no" on separate company letterhead.
 - 1.4.3 Manufacturer's literature fully describing all equipment features and tarp specifications.
 - 1.4.4 Complete details of the specified standard and extended warranties.
 - 1.4.5 The bidder shall submit a minimum of five (5) references currently using the exact equipment and materials being bid complete with contact name and telephone number. Include only references that have completed all necessary approvals by regulatory agencies to use the ADC. Demonstration sites shall not be considered as acceptable references.
- 1.5 Bidder's Security in the amount of five percent (5%) of Bid Item #1 shall accompany your proposal.
- 1.6 Questions related to these specifications shall be directed to Mr. Steve Owen, Supt. of Solid Waste Operations, (402) 441-7867; or email, sowen@ci.lincoln.ne.us
- 1.7 Delivery of the equipment and training shall be within 60 days after receipt of order.

2. APPLICATION

- 2.1 The equipment and tarps shall be used daily for ADC to reduce costs associated with volume displacement from soil cover as well as costs associated with excavating, hauling and spreading soil cover.
- 2.2 The landfill currently accepts an average waste amount of 800 tons per day (TPD) with daily quantities ranging from 100 1600 TPD.
- 2.3 The maximum area anticipated for ADC coverage is approximately 18,000 square feet.
- 2.4 The equipment shall be operated using one of the City's existing bulldozers.

Meets Specifications		Specification Requirement (circle yes/no or provide information as requested)			
		3.	3. PERFORMANCE		
Yes	No		3.1	ADC shall satisfy all State of Nebraska, Department of Environmental Quality's requirements for equivalency to soil cover when properly deployed including odor suppression, litter control, vector control and resistance to surface water percolation.	
Yes	No	3.2 ADC shall be deployed and retrieved in maximum wind speeds of 25 MPH.			
Yes	No	3.3 ADC shall be deployed and retrieved in wet weather conditions.			
Yes	No		3.4	Maximum deployment (and retrevial) time shall be 20 minutes, or less, for 18,000 square feet of material	
Yes	No		3.5	Deployment and retrieval shall be performed by one operator using an existing bulldozer.	
Yes	No		3.6	Deployment equipment shall be configured for use with the City's existing D8 Caterpillar Bulldozers.	
Yes	No		3.7	Deployment equipment shall be fully self-contained and require no manual connection device or coupler when attaching equipment to the bulldozer.	
		4.	DEP	LOYMENT EQUIPMENT	
Yes	No		4.1	Powered by an auxiliary 20 hp water cooled, diesel engine with remote starting from the bulldozer cab.	
Yes	No		4.2 Engine shutdown protection system.		
Yes	No		4.3	Electric over hydraulic control system to perform all deployment and retrieval functions.	
Yes	No		4.4 Heavy duty hydraulic motors to operate spool.		
Yes	No		4.5 Frame designed to withstand all expected forces encountered during normal operations and with spools at full capacity.		
Yes	No	4.6 All necessary mounting brackets for adapting to existing bull dozer equipment shall be provided. Bidder shall confirm capatibility with dozer configuration prior to fabrication.			
Yes	No		4.7	Operator controls shall include both a remote control and a secondary cable control box to allow operation from the bulldozer cab in either mode.	

Meets Specifications			Specification Requirement (circle yes/no or provide information as requested)		
Yes	No	4.8 All metal surfaces shall be adequate primed and painted for corrosion protection using manufacturer's standard paint coatings and color.			
		5. TA	PS AND SPOOL ASSEMBLIES		
Yes	No	5.1	Three (3), forty (40) foot wide by 150 foot long tarps.		
Yes	No	5.2	Two (2) tarps mounted on one spool, One (1) tarp mounted on a second spool.		
Yes	No	5.3	Both spools designed to hold 300 feet of tarp material.		
Yes	No	5.4	Tarps shall be adequately ballasted using a minimum of 3/8 inch chain on the tarp sides and 7/8 inch steel cable at 12 foot intervals throughout the length of the tarp.		
Yes	No	5.5	All chain and cable shall be enclosed in heavy duty sown pockets.		
Yes	No	5.6	Tarps shall be designed with connectors and straps to adequately connect and disconnect multiple lengths of tarp.		
Yes	No	5.7	The tarps shall be a geotextile material and conform to the following ASTM specifications (latest version): Bidder shall confirm that these material specifications conform with NDEQ requirements.		
Yes	No		5.7.1 Minimum weight: 0.05 pounds per square foot excluding ballast. ASTM D-1910		
Yes	No		5.7.2 Minimum thickness: 22 mil, 3 ply. ASTM D-1910		
Yes	No		5.7.3 Minimum tensile strength: 240 pounds warp / 240 pounds fill. ASTM D-751.		
Yes	No		5.7.4 Minimum tear strength: 107 pounds warp / 107 pounds fill. ASTM D-751.		
Yes	No		5.7.5 Minimum hydrostatic resistance: 427 psi 0.8600 grams/m²/24 hours. ASTM D-751.		

Meets Specifications			Specification Requirement (circle yes/no or provide information as requested)		
Yes	No		5.7.6 Minimum vapor transmission: 80% strength retention. ASTM G-53.		
Yes	No		5.7.7 Maximum flame spread index: 5. ASTM F-84-91		
Yes	No		5.7.8 Maximum smoke development: 14. ASTM F-84-91.		
6. MISCELLANEO		6. MIS	SCELLANEOUS		
Yes	No	6.1	Two (2) complete operator's manual, service manual and parts manual		
Yes	No	6.2	One (1) day training session scheduled by the City. Training will occur on a Wednesday.		
Yes	No	6.3	Delivery requested within 60 days of receipt of order.		
Yes	No	6.4	Pricing is requested on the Bid Proposal form for additional tarps. See Bid Item #2.		
Yes	No		6.4.1 Bidder agrees to hold pricing firm for one (1) year following receipt of order for this bid item.		
Yes	No		6.4.2 Bidder shall state interest in holding pricing firm for additional contract renewal periods. See Bid Proposal Form.		

PROPOSAL SPECIFICATION NO. 01-159

BID OPENING TIME: 12:00 NOON DATE: Wednesday, August 29, 2001

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____through _____are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

THE REQUIREMENTS FOR AUTOMATIC TARPING EQUIPMENT

BIDDING SCHEDULE

Bid Item	Item Description	Quantity	<u>Unit</u>	Total Price
1.	Purchase and delivery automatic tarping equipment for use as alternative daily cover spools, tarps and onsite training.	1	ea.	\$
2.	Additional tarps complete with ballast. Pricing held firm for one year.	1	ea.	\$
3.	Bidder to state interest in additional annual			
	renew of above pricing for Bid Item #2.	() Yes	() No	

BID SECURITY IN THE AMOUNT OF FIVE PERCENT (5%) OF BID ITEM #1 IS REQUIRED

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPEC. 01-159

COMPANY NAME	By (Signature)			
STREET ADDRESS OR P.O. BOX	(Print Name)			
CITY, STATE ZIP CODE	(Title)			
TELEPHONE	(Date)			
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER	ESTIMATED DELIVER DAYS			
	TERMS OF PAYMENT			

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESS STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.